

SERFF Tracking Number: FDLR-127181537 State: Arkansas  
Filing Company: Fidelity Life Association, A Legal Reserve Life Insurance Company State Tracking Number: 48865  
Company Tracking Number:  
TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium  
Product Name: MD out of State  
Project Name/Number: /

## Filing at a Glance

Company: Fidelity Life Association, A Legal Reserve Life Insurance Company

Product Name: MD out of State

SERFF Tr Num: FDLR-127181537 State: Arkansas

TOI: L04G Group Life - Term

SERFF Status: Closed-Approved-Closed State Tr Num: 48865

Sub-TOI: L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium

Co Tr Num: State Status: Approved-Closed

Filing Type: Form

Author: Barbara Mooney

Reviewer(s): Linda Bird

Date Submitted: 05/24/2011

Disposition Date: 05/31/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Group Market Type: Employer, Association

Overall Rate Impact:

Filing Status Changed: 05/31/2011

State Status Changed: 05/31/2011

Deemer Date:

Created By: Barbara Mooney

Submitted By: Barbara Mooney

Corresponding Filing Tracking Number:

Filing Description:

The purpose of this filing is to notify you of the intent to offer Maryland coverage to residents of your state who are members of a group domiciled in Maryland.

## Company and Contact

### Filing Contact Information

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Ciaran Brady, Vice President - Operations Ciaran.Brady@FLA-Life.com  
 1211 W 22nd St, Suite 209 630-522-0392 [Phone]  
 Oak Brook, IL 60523 630-522-0397 [FAX]

### Filing Company Information

Fidelity Life Association, A Legal Reserve Life Insurance Company CoCode: 63290 State of Domicile: Illinois  
 1211 W 22nd St. Group Code: 3413 Company Type: Life  
 Suite 209 Group Name: State ID Number:  
 Oak Brook, IL 60523 FEIN Number: 36-1068685  
 (630) 522-0392 ext. [Phone]

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### Filing Fees

Fee Required? Yes  
 Fee Amount: \$100.00  
 Retaliatory? Yes  
 Fee Explanation: 2 forms at \$50 each  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Fidelity Life Association, A Legal Reserve Life Insurance Company	\$100.00	05/24/2011	47949634

*SERFF Tracking Number:*      *FDLR-127181537*      *State:*      *Arkansas*  
*Filing Company:*      *Fidelity Life Association, A Legal Reserve Life Insurance Company*      *State Tracking Number:*      *48865*  
*Company Tracking Number:*  
*TOI:*      *L04G Group Life - Term*      *Sub-TOI:*      *L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium*  
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*Project Name/Number:*      */*

## Correspondence Summary

### Dispositions

<b>Status</b>	<b>Created By</b>	<b>Created On</b>	<b>Date Submitted</b>
Approved-Closed	Linda Bird	05/31/2011	05/31/2011

*SERFF Tracking Number:*      *FDLR-127181537*      *State:*      *Arkansas*  
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*Product Name:*      *MD out of State*  
*Project Name/Number:*      */*

## **Disposition**

Disposition Date: 05/31/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Actuarial Memo		No
Supporting Document	Filing Auth		Yes
Supporting Document	Cover Letter		Yes
Supporting Document	AR Cert		Yes
Form	Optional Accelerated Death Benefit for		Yes
	Long Term Care		
Form	Optional Extension of Benefits		Yes

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## Form Schedule

### Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	W3007C-MD	Certificate	Optional Accelerated Initial Amendmen Death Benefit for t, Insert Long Term Care Page, Endorseme nt or Rider				LTC-TI Opt Ben W3007C-MD.pdf
	W3008	Certificate	Optional Extension of Initial Amendmen Benefits t, Insert Page, Endorseme nt or Rider				EOB Benefit W3008 Cert.pdf

# FIDELITY LIFE ASSOCIATION, A LEGAL RESERVE LIFE INSURANCE COMPANY

## OPTIONAL ACCELERATED DEATH BENEFIT FOR LONG TERM CARE AND TERMINAL ILLNESS

*This benefit is available to Certificate Holders as an Optional Benefit upon payment of premium.*

Please read your Optional Benefit carefully. This Benefit provides the following two types of Accelerated Death Benefits: (A) Accelerated Death Benefit for Long Term Care and (B) Accelerated Death Benefit for Terminal Illness.

**TAX QUALIFICATION NOTICE:** The Accelerated Benefits offered under this Benefit are intended to provide a qualified Accelerated Death Benefit that is excluded from gross income for federal income tax purposes under the applicable provisions of the Internal Revenue Code in existence at the time this Benefit is issued. To that end, the provisions of this Benefit and the Certificate are to be interpreted to ensure or maintain such tax qualification, notwithstanding any other provision to the contrary. We reserve the right to amend this Benefit or the Certificate to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification or to conform this Benefit or the Certificate to any applicable changes in such tax qualification requirements. We will send the Certificate Holder a copy of any such amendment. Whether any tax liability may be incurred when benefits are paid under this Benefit could depend on how the Internal Revenue Service interprets applicable provisions of the Internal Revenue Code. Tax laws relating to Accelerated Benefits are complex. Certificate Holders are advised to consult with a qualified tax advisor about circumstances under which they could receive Accelerated Benefits excludable from income under federal law.

Receipt of an Accelerated Benefit may affect the Certificate Holder and the Certificate Holder's spouse or family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. Certificate Holders are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect his or her spouse and his or her family's eligibility for public assistance.

**NOTICE TO BUYER:** You may surrender this Accelerated Death Benefit for Long Term Care Rider without penalty or obligation within 30 days from the date of delivery. If you decide to surrender this rider, you must provide notice of the surrender to Us. Any attempt to obtain a waiver of your right to surrender is unlawful. Surrender entitles you to a refund of all premiums paid for this rider within 30 business days after receipt of notice of surrender.

This Benefit may not cover all of the costs associated with long term care incurred by the Insured during the period of coverage. We advise You to carefully review all the limitations of this Benefit as well as those of the Certificate to which it is attached in relation to the costs of long term care.

**NOTICE TO PERSONS ELIGIBLE FOR MEDICARE:** This is not a Medicare Supplement Benefit. If the Insured is eligible for Medicare, You should ask to review a copy of the Medicare Supplement Buyer's Guide. You can get a copy of this guide by calling Fidelity Life at the number below.

**Benefit Effective Date:** This Benefit will be effective on the Coverage Date shown on the Schedule page. The termination date of this Benefit will be shown on the Schedule Page. Coverage under this Benefit will not be in effect unless the coverage to which it is attached becomes effective.

**Death Benefits, Surrender Values, and Loan Values, if any, will be reduced if an Accelerated Death Benefit is paid.**

The Accelerated Death Benefit and the related charges, interest, discounts or liens, if applicable, and the balance of the death benefit provided by the Certificate shall constitute full settlement on maturity or death of the Insured as provided under the Certificate. There will be no maturity payment available at the end of the term period.

**Benefit Part of Coverage:** This Benefit may become part of the Coverage under this Benefit, when elected by You and the required premiums are made. The premiums for this Benefit will be shown on the Schedule Page. Unless they are not consistent with this Benefit, all the provisions of the Certificate will apply.

**Where to Get More Information, Correct Information on the Enrollment Form, or Make a Complaint:**

You can contact Us by writing to Us at our Administrative Office at 17 Church St., Keene, NH 03431 or call 1-877-352-3303.

**Benefit:** This Benefit will provide You with the option to elect to receive a portion of the Death Benefit provided by the Certificate and shown in the Certificate Schedule. You can make this election when the Insured becomes eligible for benefits. The Insured must be certified as Terminally Ill to qualify for a Terminal Illness Benefit. The Insured must be certified as Chronically Ill and be confined to a Nursing or Assisted Living Facility or be receiving Home Health or Adult Day Care to qualify for a Long Term Care Benefit. All other conditions outlined in this Benefit must also be met.

**Guaranteed Renewable:** As long as You pay the premium on time and Coverage under this Benefit is in force, it is renewable, subject to the Benefit's terms. We can't change the terms of this Benefit, but We can increase the premium up to the guaranteed maximums. The current and guaranteed maximum premiums are shown on the Schedule Page. Any change in premium will be made on the Coverage anniversary date. New premiums will be based on the Insured's age and Premium Class on the Benefit's Coverage Date. We must notify You at least 45 days before a premium change. Notice will be mailed to Your last address as shown on Our records.

We can only change premiums if We change them on all Benefits on this form in the state where the Benefit was issued. We won't change premiums solely because of claims made under this Benefit, because of increased age or change in mental or physical health. While this Benefit is in force, We cannot change any of its provisions, cancel it, or refuse renewal.

## DEFINITIONS

The definitions contained in the Certificate and the definitions outlined below will apply to this Benefit.

**Activities of Daily Living** can be defined as an activity that occurs every day. Each of the activities that are listed below are considered an Activity of Daily Living:

1. **Bathing:** The Insured's ability to wash himself/herself by sponge bath; or in either a tub or shower. This will include the task of getting into and out of the tub or shower.
2. **Continence:** The Insured's ability to maintain control of their bowel and bladder function. When unable to maintain control of bowel or bladder function, the Insured must have the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag).
3. **Dressing:** The Insured's ability to put on and take off all of their clothing and any required braces, fasteners or artificial limbs.
4. **Eating:** The Insured's ability to feed him or herself by getting food into his/her body from a receptacle (such as a plate, cup or table) or through a feeding tube or through intravenous means.
5. **Toileting:** The Insured's ability to get to and from the toilet, to get on and off the toilet, and to perform the necessary personal hygiene.
6. **Transferring:** The Insured's ability to move into or out of a bed, chair or wheelchair.

**Adult Day Care** means a program of social and/or health-related services provided on a less than 24-hour-a-day basis. Adult Day Care must be provided in an Adult Day Care Center. The purpose of the program must be to support frail or impaired elderly, or other disabled adults who can benefit from care in a group setting outside the Home.

**Adult Day Care Center** means a facility, or part of a facility that provides Adult Day Care. The Adult Day Care Center must be licensed or certified to provide such services, if required by the jurisdiction in which the Adult Day Care Center is located.

**Assisted Living Facility** means a facility that will provide on-going care and services to the Insured. This care and the service provided must meet all of the conditions outlined below.

1. The Facility must be licensed or certified to provide the on-going care and related services. Licensing or certification will be required based on the laws of the state where the facility is located; and
2. The Facility must provide twenty-four (24) hour a day care. Services must be sufficient to support the needs resulting from the Insured's inability to perform Activities of Daily Living or from Severe Cognitive Impairment; and
3. The Facility must have a trained employee on duty at all times. The employee must be awake and ready to provide care; and
4. The Facility must provide three meals per day. The facility must be able to accommodate special dietary needs; and



5. The Facility must have written agreements in place that will provide the Residents with the medical care that will be needed in case of an emergency. If not, it must ensure that the Residents will receive medical care in case of an emergency. A Physician or Registered Nurse must provide the medical care; and
6. The facility must have methods and procedures in place that will help the residents administer the medications that have been prescribed to them.

**The entities listed below do not qualify as an Assisted Living Facility:**

1. a Hospital; or
2. a facility that is operated mainly for the treatment and care of:
  - (a) mental, nervous, psychotic or psychoneurotic deficiencies or disorders;
  - (b) or tuberculosis;
  - (c) or alcoholism;
  - (d) or drug addiction;
  - (e) or rehabilitation;
  - (f) or occupational therapy.

If the Insured is confined to an Assisted Living Facility that meets the requirements outlined in this Benefit, the Insured will be eligible for benefits under this Benefit.

**Benefit Month** is the period from the Benefit Coverage Date to the first monthly anniversary or from one Benefit monthly anniversary to the next. A Benefit Month does not include the Benefit monthly anniversary day at the end of the Benefit Month.

**Chronically Ill Individual** means an Insured who has been certified by a Licensed Health Care Practitioner as:

1. being Unable to Perform, without Substantial Human Assistance, at least two Activities of Daily Living (Bathing, Continence, Dressing, Eating, Toileting, and Transferring) for a period of 90 days; **or**
2. the Insured must have a Severe Cognitive Impairment that requires Substantial Supervision to protect him/her from threats to his or her health and safety.

Certification by the Licensed Health Care Practitioner of the Chronically Ill Insured must occur at least once every 12 months.

**Confined or Confinement** means that the Insured is required to stay in a bed and is physically placed within a licensed Nursing or Assisted Living Facility. This confinement will be as an overnight resident patient.

**Elimination Period** means the number of days that the Insured must meet the Conditions of Eligibility for Long Term Care. There will be no Long Term Care benefits paid during this period. The Elimination Period will start from the first day that the Insured is certified by a Licensed Health Care Practitioner as: (1) being Unable to Perform without substantial Human Assistance at least two Activities of Daily Living; or (2) having a Severe Cognitive Impairment that requires Substantial Supervision to protect the Insured from threats to his or her health and safety. The Elimination Period for the Long Term Care benefit will be shown in the Schedule Page. The Elimination Period only needs to be satisfied once during the Insured's lifetime. There is no Elimination Period for the Terminal Illness benefit.

**Home** is defined as any place where the Insured lives. Home does not mean a Nursing Facility, Assisted Living Facility, Alzheimer's facility, Hospital, hospice facility, congregate care, or any other similar residential care facility.

**Home Health Care Agency** means an agency or organization that provides care and services in the Insured's Home and meets all of the following criteria:

1. It is, where required, licensed, certified, and/or accredited as a Home Health Care Agency; and
2. It provides Home Health Care services; and
3. It is, where required by its licensure, certification and/or accreditation, supervised by a Registered Professional Nurse or a Licensed Social Worker; and
4. It has employees who have appropriately specialized training; and
5. It keeps Plan of Care records, including Physician's orders where appropriate, on all patients; and
6. If providing Home Health Care services, it keeps clinical records on all patients.

**Home Health Care** is defined as a program of professional, para-professional or skilled care that is provided by or through a Home Health Care Agency. The Home Health Care must be provided in the Insured's Home. Home Health Care will

include the following types of care: nursing services; physical therapy, occupational therapy, speech therapy, respiratory therapy, audiology services; and medical social services by a social worker or social work assistant.

**Hospital** is defined as an institution which:

1. is licensed as a Hospital and is operating within the scope of its license; and
2. is accredited as a Hospital by the Joint Commission on Accreditation of Health Care Organizations, or by the American Osteopathic Association; and
3. is primarily and continuously engaged in providing or operating medical, diagnostic and major surgical facilities which are located either on the Hospital's premises or in facilities controlled by such Hospital; and
4. is under the supervision of a duly licensed Physician; and
5. provides medical care and treatment of sick or injured persons on an inpatient basis for which a charge is made; and
6. provides 24-hour nursing service by or under the supervision of a Registered Professional Nurse.

**Hospital does not mean a place that is operated mainly for: rest; convalescence; care of the aged; custodial care; treatment and care of mental disorders, tuberculosis, alcoholism, or drug addiction; rehabilitation; or occupational therapy.**

**Immediate Family** is defined as the Insured's or Your spouse, child, brother, sister, parent, grandparent or grandchild.

**Insured** means the person who is the Insured under the Certificate to which this Benefit is attached.

**Licensed Health Care Practitioner** is defined as any Physician, Registered Professional Nurse, or Licensed Social Worker.

**Licensed Social Worker** means a health care professional that is licensed in the state in which he or she practices. The Social Worker must be practicing within the scope of their license. A Licensed Social Worker does **not** include a member of the Insured's or Your Immediate Family. A Licensed Social Worker does **not** include anyone who resides in the Insured's or Your home or residence.

**Monthly Accelerated Death Benefit Amount** means the maximum amount that We will pay in any one calendar month. The Insured must be confined in a Nursing or Assisted Living Facility or receiving Home Health or Adult Day Care. In addition the Insured must satisfy the terms set forth in the "Conditions on Eligibility for Long Term Care benefits.

**Medicare** means The Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965 as then constituted or later amended.

**Nursing Facility** means a health care facility or a part of a Hospital or other institution that provides such services. The Nursing Facility must meet all of the requirements that are listed below:

1. It operates under a license issued by the appropriate licensing agency to provide nursing care and related services; and
2. It provides, in addition to room and board, 24-hour-a-day nursing care and related services on a continuing inpatient basis, to 6 or more individuals; and
3. It provides on a formal prearranged basis, a Registered Professional Nurse on duty or on call at all times; and
4. It provides, on a formal prearranged basis, that a duly licensed Physician will be available in case of emergency; and
5. It has a planned program of policies and procedures. This planned program was developed with the advice of at least one Physician. In addition, the program is periodically reviewed by at least one Physician; and
6. It maintains a clinical record of each patient.

**Nursing Facility does not mean a Hospital. It does not mean a facility that is operated mainly for the treatment and care of mental, nervous, psychotic or psychoneurotic deficiencies or disorders; or tuberculosis; or drug addiction; or rehabilitation, or occupational therapy.**

**Physician** means an individual who is licensed to practice medicine and treat injury or illness in the state in which treatment is received and who is acting within the scope of that license. A Physician must be someone other than:

1. the Insured; or
2. the Certificate Holder; or
3. a person who lives with the Certificate Holder or the Insured; or
4. a person who is part of the Certificate Holder or the Insured's Immediate Family; or

5. anyone who has an ownership interest in a facility in which the Insured is Confined.

**Plan of Care** means a written individualized plan of services. A Licensed Health Care Practitioner must develop this plan.

**Registered Professional Nurse** means a health care professional that is licensed or registered as a professional graduate nurse by the state in which he or she practices. The Registered Nurse must be practicing within the scope of that license. A Registered Nurse does not include a member of the Insured's or Your Immediate Family. A Registered Nurse does not include anyone who resides in the Insured's or Your Home or residence.

**Severe Cognitive Impairment** means a deficiency in: the Insured's short-term or long-term memory; orientation as to person, place and time; deductive or abstract reasoning; or judgment as it relates to safety awareness. Diagnosis must be established by clinical evidence and standardized tests that can accurately measure the Insured's loss. An example of such an Impairment that is covered under this Benefit is Alzheimer's disease and other forms of senility, senile dementia and irreversible dementia.

**Substantial Human Assistance** is defined as actual hands-on assistance that is provided by another individual.

**Substantial Supervision** means continuous, arms-length supervision. This includes, but is not limited to, verbal cueing by another individual to protect the Insured from harming himself/herself or others, or from threats to the Insured's health and safety.

**Terminally Ill** means the Insured has a life expectancy of 12 months or less due to an illness or physical condition.

**Unable to Perform** an Activity of Daily Living means that the Insured cannot perform an activity without Human Assistance, even if the Insured uses some equipment.

**Waiting Period** means the Waiting Period shown on the Schedule Page. The Waiting Period starts on the Benefit Coverage Date. Long Term Care benefits will not be paid for any sickness condition or Plan of Care that begins during the Waiting Period. There is no Waiting Period for accidents.

**You or Your** refer to the Certificate Holder.

#### **ACCELERATED DEATH BENEFIT FOR LONG TERM CARE**

The Long Term Care benefit will allow You the option to elect to receive a portion of the Death Benefit provided by the Certificate. The Long Term Care benefit amount is shown on the Schedule Page. The option to receive a portion of the death benefit can be made when the Insured becomes eligible for benefits. To qualify for benefits, the Insured must be certified as a Chronically Ill Individual. The Insured must also be confined to a Nursing or Assisted Living Facility or receiving Home Health or Adult Day Care. If the Long Term Care benefit is in payment status a monthly report will be sent to You including; amount of benefit paid out during the month, an explanation of policy changes which would include changes in death benefit and/or cash value that result from the payment of benefits. In addition, the following conditions for Long Term Care must be met.

#### **CONDITIONS ON ELIGIBILITY FOR PAYMENT OF LONG TERM CARE BENEFITS**

We will pay You the applicable benefit as stated below, subject to all of the following conditions:

1. The Insured:
  - a. must be confined to a Nursing or Assisted Living Facility. The confinement must begin while this Benefit is in force; or
  - b. receives Home Health Care services that are provided by a Home Health Care Agency. The Insured must receive a minimum of 8 Home Health Care visits during each Benefit Month and while this Benefit is in force; or
  - c. receives Adult Day Care that is provided in an Adult Day Care Center. The Insured must have a minimum of 8 Adult Day Care visits during each Benefit Month and while this Benefit is in force; and
2. Confinement and Home Health Care or Adult Day Care services must be included in the Insured's Plan of Care; and
3. the Insured is a Chronically Ill Individual; and
4. the Insured must satisfy the Elimination Period; and
5. the Waiting Period has been met; and
6. the Coverage provided to the Insured by the Certificate to which this Benefit is attached is in force; and
7. all irrevocable beneficiaries and assignees have signed the written request for this benefit.

#### **LONG TERM CARE BENEFITS**

**Monthly Accelerated Death Benefit for Confinement:** The benefit amount will be shown in the Schedule Page. After We receive the required proof that the Insured has met the Conditions on Eligibility for Long Term Care benefits that are described in this Benefit, We will pay You the benefit amount for Confinement. We will pay the benefit amount for each Policy Month or fraction of a Policy Month for as long as the Insured continues to meet the eligibility requirements. The benefit payments will be subject to the Remaining Accelerated Death Benefit Amount. If there is an outstanding loan, benefit payments will be reduced.

**Monthly Accelerated Death Benefit for Home Health Care or Adult Day Care:** The benefit amount will be shown in the Schedule Page. After We receive the required proof that the Insured has met the Conditions on Eligibility for Long Term Care benefits, we will pay You the benefit amount. We will pay this benefit amount for each Policy Month or fraction of a Policy Month for as long as the Insured continues to meet the eligibility requirements. The benefit payments will be subject to the Remaining Accelerated Death Benefit Amount. If there is an outstanding loan, benefit payments will be reduced.

**Remaining Accelerated Death Benefit Amount:**

The Monthly Accelerated Benefit may not be larger than the Remaining Accelerated Death Benefit Amount. The Remaining Accelerated Death Benefit Amount equals:

1. the current death benefit on the life of the Insured provided by the Certificate; less
2. any outstanding loan; less
3. any Lien resulting from a Terminal Illness benefit paid to You under this Benefit; less
4. the total of all previous Monthly Accelerated Death Benefit Amounts paid to You for Long Term Care benefits under this Benefit.

The current death benefit as used here does not include accidental death benefits or life insurance provided by other Optional Benefits.

**Monthly Accelerated Death Benefits Under Paid Up Options:** If premiums for the Certificate and this Benefit terminate resulting in a remaining paid-up life insurance death benefit under the Certificate, Long Term Care Monthly benefits may continue to be payable. In order for the benefits to continue, the Insured must meet the Conditions on Eligibility for Long Term Care benefits. These conditions are described in this Benefit. When a paid-up life insurance death benefit remains under the Certificate, the Remaining Accelerated Death Benefit Amount will equal:

1. the paid-up death benefit on the life of the Insured provided by the Certificate; less
2. any outstanding loan; less
3. any Lien resulting from a Terminal Illness benefit that has been paid to You under this Benefit; less
4. the total of all previous benefit amounts that have been paid to You for Long Term Care benefits.

The paid-up death benefit as used here does not include accidental death benefits or life insurance provided by other Optional Benefits.

**Reduced Benefits Due To Unpaid Coverage Loans:** We will require that a portion of any outstanding loan be deducted from the benefit payment. The portion of the outstanding loan will equal the outstanding unpaid loan multiplied by the ratio of the benefit payment to the Remaining Accelerated Death Benefit Amount plus any Lien.

**Waiver of Premium:** For as long as the Insured is eligible for benefits, We will waive the premiums due for the Coverage provided by the Certificate. This will include the premiums for Optional Benefits attached to the Certificate.

**ACCELERATED DEATH BENEFIT FOR TERMINAL ILLNESS**

The Terminal Illness benefit will provide You with the option to elect to receive a portion of the Death Benefit provided by the Certificate. The Death Benefit will be shown in the Schedule Page. The option to receive a portion of the Death Benefit can be made when the Insured becomes Terminally Ill and the following Benefit conditions for Terminal Illness are met.

**CONDITIONS ON ELIGIBILITY FOR PAYMENT OF TERMINAL ILLNESS BENEFIT**

We will pay You the applicable benefit as stated below, subject to all of the following conditions:

1. this benefit is subject to the terms and conditions of the Certificate; and
2. You must provide us with certification by a Physician that the Insured is Terminally Ill. The Company reserves the right to obtain a second medical opinion. We will pay the cost for the second opinion. If there is a conflict of opinions, a third diagnosis will be obtained by a physician acceptable to both You and Us. This diagnosis will be binding on both You and the Company; and

3. the Insured's Coverage under the Certificate must have been in force for 2 years from the Coverage Date or 2 years from the date of last reinstatement, if any, whichever is later.
4. You need to request the Benefit for Terminal Illness in writing; and
5. all irrevocable beneficiaries and assignees must sign the written request for this benefit; and
6. the Coverage provided by the Certificate has not lapsed due to nonpayment of premium.

### **CERTIFICATE HOLDER'S RIGHTS**

The request for payment of a Terminal Illness benefit is voluntary. This benefit is not intended to allow any third party to cause You to involuntarily reduce the Coverage Proceeds that may be payable to the beneficiary. Any election forced by creditors or government agencies will be honored only if it is required by law.

### **TERMINAL ILLNESS BENEFIT**

The maximum benefit for Terminal Illness, which may be elected by You, is the lesser of 1 and 2:

1. 50% of the Death Benefit minus all previous benefits paid under this Benefit to You. This is determined as of the date proof of life expectancy is received; or
2. \$100,000.

The minimum benefit amount for Terminal Illness, which may be elected by You, is \$1,000.

The total benefit for Terminal Illness available under all coverage issued by Fidelity Life Association on the life of the Insured is \$100,000.

**Lien:** We will treat the benefit for Terminal Illness payment as a lien against the Coverage provided by the Certificate. No interest will accrue on this lien.

If Coverage under the Certificate lapses for nonpayment of premium and the Lien is used to reduce the Net Surrender Value, no repayment of any remaining lien is required.

If Coverage under the Policy terminates and the Remaining Accelerated Death benefit is equal to or less than zero, no repayment of the Lien is required.

### **Adjustments:**

We will charge an administrative fee of not more than \$150 for processing an Accelerated Death Benefit for Terminal Illness. This fee will be deducted from any payment made.

On the monthly Benefit anniversary on or next following a Terminal Illness benefit payment to You the premium for this Benefit will be reduced by the following amount (1) times (2) divided by (3):

1. The premium for the Benefit
2. the Terminal Illness Benefit payment
3. the Current Death Benefit amount before any adjustments for Long Term Care benefits paid to You.

### **EFFECT ON THE POLICY BENEFITS IF BENEFITS ARE PAID**

**Adjusted Death Benefit Due to Acceleration:** The current death benefit that is payable at the death of the Insured will be reduced by the total of all previous Long Term Care benefit payments to You. The Death Benefit will further be reduced by any Lien resulting from a Terminal Illness benefit paid to You. If the Insured dies while the Certificate is in force, the remaining Death Benefit proceeds will be paid to the Beneficiary. No further payments under this Benefit will be made to You.

**Adjusted Surrender Value Due to Acceleration:** Any Surrender Value payable under the Certificate will be reduced by an amount equal to (1) multiplied by (2):

1. The current death benefit minus the total of all previous Long Term Care Monthly Accelerated Death Benefit Amounts paid;

2. The ratio of the Surrender Value to the current death benefit.

Any Lien resulting from a Terminal Illness benefit payment will reduce the Adjusted Surrender Value, if any, in the following situations:

1. The Surrender of the Coverage for its Net Surrender Value.
2. When the Coverage lapses at the end of its grace period for nonpayment of premium.
3. To determine the Loan Value of the Coverage.

**Adjusted Premiums Due to Acceleration:** While the Insured is eligible for Long Term Care benefits, We will waive the premium due. If the Insured later becomes ineligible for Long Term Care benefits and a Remaining Accelerated Death Benefit Amount is still available, We will reduce the premium due for the Coverage and this Benefit. The reduced premium will equal (1) multiplied by (2), plus (3):

1. The premium due on the Coverage and this Benefit;
2. The ratio of the adjusted Death Benefit to the current death benefit for the Certificate;
3. The current premium for any other Optional Benefit attached to the Coverage.

The Coverage policy fee will not be reduced.

**Termination of Coverage due to Acceleration:** If the Remaining Accelerated Death Benefit Amount is reduced to zero or less, the Certificate and any Benefits will terminate with no further benefits payable. This termination can be due to payment of a Long Term Care benefit or due to a reduction in the death benefit provided under the Certificate. Termination of Coverage will be subject to the Delay of Termination Due to Scheduled Increase in Future Death Benefits provision.

**Delay of Termination Due to Scheduled Increase in Future Death Benefits:** The Certificate and any Benefits will not terminate due to the Termination of Coverage due to Acceleration provision if the life insurance Coverage is scheduled for a future guaranteed increase in death benefits with no corresponding increase in premium per the terms of the Certificate. In this case, the Certificate and this Benefit will continue in force until such time that the Remaining Accelerated Death Benefit Amount is increased due to the scheduled increase in death benefits. If the Insured is still eligible for benefits, such payments may resume per the terms of this Benefit. During this period, Waiver of Premium or adjusted premiums due to acceleration will continue. The Certificate and any Benefits will immediately terminate upon the death of the Insured and payment of any adjusted Death Benefit.

**Restriction on Changes to Policy and Benefits:** If benefits are being paid for Long Term Care no changes may be made to the Coverage provided by the Certificate. Additionally, no changes can be made to any Benefit attached to the Certificate.

**Effect on Accidental Death Benefit:** As long as the Coverage is in force, any Accidental Death Optional Benefit under the Certificate will not be affected by the acceleration of benefits under this Benefit.

**Report Showing Effect of Benefits:** When a benefit payment is paid, We will provide You with a report. This report will show the effect the benefit payment has on the Coverage values.

## EXCLUSIONS

We will not pay Long Term Care benefits if the care received or loss incurred:

1. is due to an intentionally self-inflicted injury, or attempted suicide; or
2. is due to a war or any act of war, declared or undeclared, or service in the armed forces of any country; or
3. is due to a treatment of the Insured's alcohol, drug or other chemical dependence, except if the drug dependency was sustained or acquired at the hands of a Physician, or except while under treatment for an injury or sickness; or
4. is due to the Insured's commission of, or attempt to commit, a felony; or an injury that occurs because of the Insured's involvement in an illegal activity.

We will not pay Long Term Care benefits if the Confinement, Home Health Care service, or Adult Day Care service:

1. is received outside the United States and its territories; or
2. is provided by ineligible providers; or
3. is rendered by members of the Certificate Holder's or the Insured's Immediate Family; or
4. are fully or partially reimbursed by a state or federal worker's compensation plan, Medicare, any other health insurance or other insurance plan, or any other governmental program, except Medicaid; or
5. would not be charged for in the absence of insurance.

We will not pay a Terminal Illness benefit that resulted from:

1. Terminal Illness due to an attempt of suicide while the suicide provision of the Certificate is in effect.

### **LIMITATIONS**

The following limits apply to payment of an Accelerated Death Benefit under this Benefit:

1. We will not pay a Long Term Care benefit for Confinement and Home Health Care or Adult Day Care simultaneously, even if the Insured qualifies for both benefits. If the Insured qualifies for both benefits in any month, We will pay the benefit for Confinement.
2. We will not pay any Long Term Care benefit for any sickness condition or Plan of Care that begins during the Waiting Period
3. We will not pay any Long Term Care Benefit before the end of the Elimination Period.
4. We will pay only one benefit payment for Terminal Illness under this Benefit.
5. We will not pay any benefit such that the total benefits paid exceed the current death benefit.

### **BENEFIT GENERAL PROVISIONS**

**Notice of Claim:** If You would like to claim a benefit, You must notify Us in writing within 30 days of any eligible Confinement, Home Health Care service, or Adult Day Care service. Written notice must be sent to our agent or Us. The notice should include the Insured's name and Certificate Number. If notice cannot reasonably be given within 30 days of a loss, You must send the notice as soon as reasonably possible.

**Claim Forms:** After We receive Notice of Claim, We will send claim forms to You or Your authorized representative within 15 days. If the claim forms are not received within 15 days, We will accept Written Proof of Loss describing the nature and extent of the claim. Such initial and ongoing Written Proof of Loss must be received by Us within the time limit stated in the following paragraph.

**Written Proof of Loss:** We will pay Long Term Care benefits under this Benefit after We receive Written Proof of Loss satisfactory to Us. We must receive initial Proof of Loss within 90 days after the Elimination Period expires. If it is not reasonably possible to provide this information within such time, initial Proof of Loss must be submitted as soon as reasonably possible. This initial Proof of Loss can not be received later than one year from the time specified. We will require subsequent Proof of Loss to be submitted periodically while the Insured continues to be eligible to receive benefits under this Benefit. Any such periodic Proof of Loss will not be required more frequently than once every 31 days. Any such periodic Proof of Loss due to a chronic illness will not be required more frequently than once every 90 days.

Written Proof of Loss means billing statements, invoices, or payment receipts that will prove that the Insured was Confined or received Home Health Care or Adult Day Care services in accordance with a Plan of Care. Written Proof of Loss will also mean certification by a Physician that the Insured is chronically ill. Examples of Written Proof of Loss include a Physician certification, Plan of Care records, attending Physician reports, medical records; and similar written documentation.

**Physical Examination:** We reserve the right to have a Licensed Health Care Practitioner examine the Insured while a claim is pending to determine the Insured's eligibility for benefits. This examination will be at Our expense. We will use a Licensed Health Care Practitioner of our choosing. If the Licensed Health Care Practitioner We choose provides a different diagnosis of the Insured's condition, We reserve the right to rely it for claim purposes.

**Resolution of Disputes:** In the event that the Licensed Health Care Practitioner We choose provides an assessment of the Insured's condition that conflicts with the Insured's Licensed health Care practitioner's assessment, the company Licensed Health Care Practitioner's opinion will not be binding on You. If there is a disagreement between You and Us, You have the right to mediation or binding arbitration. This mediation or binding arbitration will be conducted by a disinterested third party that has no ongoing relationship with either You or Us. As part of the final decision, the arbitrator shall award the costs of arbitration to one party or the other or may divide the costs equally or otherwise.

**Time of Payment of Claims:** All Long Term Care benefits described in this Benefit will be paid monthly as long as We have received Written Proof of Loss satisfactory to Us.

**Payment of Claims:** All benefits will be paid to You, unless You designate a different payee.

**Adjustment of the Death Benefit:** If benefit payments are paid after the Insured has died, but before notification of death has been received by the Company, We will reduce the Death Benefit by the amount of these benefit payments.

**Legal Actions:** No legal action may be brought to recover under this Benefit within 60 days after Written Proof of Loss has been provided to Us as required. Also, no legal action may be brought to recover under this Benefit more than 3 years from the time Written Proof of Loss is required to be furnished.

**Contestability:** This Benefit will be contestable on the same basis as the Coverage under The Certificate. This Benefit will be contestable, during the lifetime of the Insured, for two years from the Benefit Effective Date.

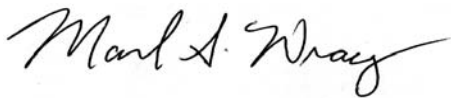
**Suicide:** If the Insured dies by suicide, while sane or insane, within two years from the Benefit Effective Date, the coverage under this Benefit will terminate. Any premiums refunded under the Suicide Exclusion provision of The Certificate will be reduced by the amount of any accelerated benefits paid under this Benefit.

**Termination of Coverage Provided by this Benefit:** Coverage provided by this Benefit will terminate at the earliest of:

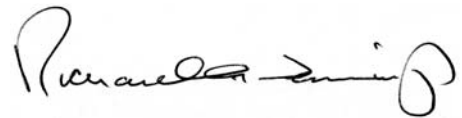
1. The date the Coverage on the Insured matures or terminates for any reason including Termination of Coverage due to Acceleration; or
2. On the Termination Date of this benefit, as shown on the Certificate Schedule Page; or
3. On the date You elect to terminate this Benefit.
4. At the end of the 31 day grace period for an unpaid premium. Notification of termination will be provided to the Certificate Holder and any other person designated by the Certificate Holder at least 30 days prior to termination for non payment of premium.

**Cancellation of this Benefit:** This benefit may be cancelled by a written request from You. The date of cancellation will be the date We receive the written request at our Administrative Office. We will refund a pro rata part of any premium paid for this benefit beyond that date.

**FIDELITY LIFE ASSOCIATION, A LEGAL RESERVE LIFE INSURANCE COMPANY**



*Secretary*



*President*

Fidelity Life Association, A Legal Reserve Life Insurance Company  
1211 West 22<sup>nd</sup> Street, Suite 209  
Oak Brook, IL 60523

**Administrative Office**  
Fidelity Life Association  
17 Church Street  
Keene, NH 03431



# OPTIONAL EXTENSION OF BENEFITS

*This Benefit was elected by You as part of Your Coverage*

**BENEFIT PART OF COVERAGE:** This Benefit is part of Your Coverage provided in response to your enrollment form and payment of premiums for this Benefit. Those premiums are shown on the Certificate Schedule Page. All the provisions of The Policy and the Accelerated Death Benefit for Long Term Care Rider apply to this Optional Benefit.

**EXTENSION OF BENEFIT:** This Optional Benefit extends the Coverage provided by the Certificate and Accelerated Death Benefit for Long Term Care by increasing the Certificate's Death Benefit, subject to the terms and conditions defined herein.

**MONTHLY INCREASE IN DEATH BENEFIT:** We will increase the Death Benefit of the Certificate by the Long Term Care Monthly Accelerated Death Benefit for Confinement shown on the Certificate Schedule Page subject to our determination that all the following terms and conditions have been satisfied:

1. This Optional Benefit remains in force; and
2. We have received proof that the Insured is alive and continues to meet all the conditions on eligibility for payment of Long Term Care Benefits under an Accelerated Death Benefit; and
3. The Remaining Death Benefit available for Long Term Care payments has been exhausted; and
4. The Certificate shall not be eligible for any additional Monthly Increase in Death Benefit until the previous Monthly Increase in Death Benefit has been paid under the terms of the Accelerated Death Benefit for Long Term Care; and
5. The cumulative Monthly Increase in Death Benefit Amounts under this Benefit will not exceed the Multiple of the Current Death Benefit of the Certificate determined as of the monthly Certificate date that the final monthly payment under the terms of the Accelerated Death Benefit for Long Term Care was made. The Multiple is shown on the Certificate Schedule Page.

Subject to the terms and conditions above, the initial Monthly Increase in Death Benefit will be made on the monthly Certificate date that the final monthly Long Term Care payment is made under the terms of the Optional Accelerated Death Benefit for Long Term Care. Additional increases will be made on each monthly anniversary that the Remaining Accelerated Death Benefit has been exhausted due to a payment of a Long Term Accelerated Death Benefit.

**BENEFIT EFFECTIVE DATE:** The Effective and Expiry dates of this Optional Benefit are shown on the Certificate Schedule Page. This Optional Benefit will not be in effect unless the Coverage to which it is attached becomes effective.

**INSURED:** Insured means the person who is the Insured under the Certificate to which this Optional Benefit is attached.

**GUARANTEED RENEWABLE:** As long as You pay the premium on time and this Optional Benefit is in force, it is renewable, subject to the Benefit's terms. We can't change the terms of this Benefit, but We can increase the premium up to the guaranteed maximum. The current and guaranteed maximum premiums are shown on the Certificate Schedule Page. Any change in premium will be made on the Coverage anniversary date. New premiums will be based on the Insured's age and Premium Class on the Benefit's Coverage Date. We must notify You at least 45 days before a premium change. Notice will be mailed to Your last address as shown on Our records.

**REINSTATEMENT:** If satisfactory evidence of insurability is furnished to us with respect to the Insured, this Optional Benefit may be reinstated upon reinstatement of the Coverage and Accelerated Death Benefit for Long Term Care. The reinstated Optional Benefit will only provide benefits for care or confinement that begins after the date of reinstatement.

**CONTESTABILITY/SUICIDE:** The Incontestability and Suicide provisions of The Policy apply to the Insured under this Optional Benefit. The Incontestability provision of The Policy also applies to any reinstatement of this Optional Benefit as regards to statements made in the application for reinstatement.

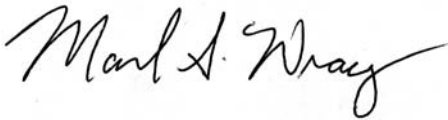
# OPTIONAL EXTENSION OF BENEFITS

*Continued from previous page.*

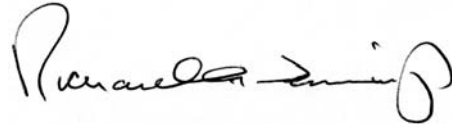
**BENEFIT TERMINATION:** This Optional Benefit ends automatically

- a. On the Expiry Date of this Benefit, as shown on the Certificate Schedule Page; or
- b. The date the Accelerated Death Benefit for Long Term Care terminates; or
- c. The date the Death Benefit of the Certificate has been increased up to the total increase allowed by this Benefit; or
- d. When the Coverage matures; or
- e. By written request by the Certificate Holder; or
- f. When the Coverage terminates for any reason; or
- g. At the end of the 31 day grace period for an unpaid premium; or
- h. The date the entire Death Benefit of the Certificate has been paid under the Accelerated Death Benefit for Long Term Care and the Insured no longer satisfies the conditions on Eligibility for payment of Long Term Care Benefits.

**FIDELITY LIFE ASSOCIATION, A LEGAL RESERVE LIFE INSURANCE COMPANY**



*Secretary*



*President*

**Fidelity Life Association**  
1211 West 22<sup>nd</sup> Street, Suite 209  
Oak Brook, IL 60523

**Administrative Office**  
Fidelity Life Association  
[17 Church St.  
Keene, NH 03431]

SERFF Tracking Number: FDLR-127181537 State: Arkansas  
 Filing Company: Fidelity Life Association, A Legal Reserve Life Insurance Company State Tracking Number: 48865  
 Company Tracking Number:  
 TOI: L04G Group Life - Term Sub-TOI: L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium  
 Product Name: MD out of State  
 Project Name/Number: /

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Flesch Certification		
<b>Comments:</b>		
<b>Attachments:</b>		
Readability Certification 1010.pdf		
EOB - Readability Cert 2010.pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Application		
<b>Comments:</b>		
Application form W6031 06-2010 will be used. This form was approved by your department on June 21, 2010		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Filing Auth		
<b>Comments:</b>		
<b>Attachment:</b>		
Filing Auth 04042011.pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Cover Letter		
<b>Comments:</b>		
<b>Attachment:</b>		
AR COVER LETTER.pdf		

	Item Status:	Status Date:

*SERFF Tracking Number:*      *FDLR-127181537*      *State:*      *Arkansas*

*Filing Company:*      *Fidelity Life Association, A Legal Reserve Life Insurance Company*      *State Tracking Number:*      *48865*

*Company Tracking Number:*

*TOI:*      *L04G Group Life - Term*      *Sub-TOI:*      *L04G.103 Renewable - Single Life - Fixed/Indeterminate Premium*

*Product Name:*      *MD out of State*

*Project Name/Number:*      */*

**Satisfied - Item:**      AR Cert

**Comments:**

**Attachment:**

AR Certification.pdf

## Readability Certification

This is to certify that the forms listed below are in compliance with your state's readability requirements.

### A. Option Selected

☐ 1. Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is \_\_\_\_\_.

☒ 2. Policy and its related forms are scored separately for the Flesch reading ease test. Scores for the policy and each form are indicated below:

Forms and Form Numbers to Which Certification is Applicable:

Form	Form Number	Flesch Score
Lifetime Benefit Term Insurance Group Policy	WP300	52.9
Lifetime Benefit Term Certificate of Coverage	WC300	60.1
Accelerated Death Benefit for Long Term Care and Terminal Illness	W3007C-MD	42.6

### B. Test Option Selected

☒ 1. Test was applied to entire policy form(s)

☐ 2. Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of form(s) enclosed indicating word samples tested.

### C. Standards for Certification

A checked block indicates standard has been achieved

☒ 1. The policy text achieves a minimum score of 45 on the Flesch reading ease test in accordance with the option chosen in Section A above.

☒ 2. It is printed in not less than ten point type, one point leaded. (This does not apply to specification pages, schedules and tables.)

☒ 3. The layout and spacing of the policy separate the paragraphs from each other and from the border of the paper.


☒ 4. The section titles are captioned in bold face type or otherwise stand out significantly from the text.

☒ 5. Unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used in the policy.

☒ 6. The style, arrangement and overall appearance of the policy give no undue prominence to any portion of the policy or to any endorsements or riders.

☒ 7. A table of contents or an index of the principal sections is included in the policy. (This applies only if the policy has more than 3,000 words or consists of more than 3 pages.)

The certification must be signed by an officer of the insurer.

Signature: 	
Officer's name : Claran Brady	Officer's Title: Vice President
	Date: October 14, 2010

## Readability Certification

This is to certify that the forms listed below are in compliance with your state's readability requirements.

### A. Option Selected

☐ 1. Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is \_\_\_\_\_.

☒ 2. Policy and its related forms are scored separately for the Flesch reading ease test. Scores for the policy and each form are indicated below:

Forms and Form Numbers to Which Certification is Applicable:

Form	Form Number	Flesch Score
Extension of Benefits Rider	W3P08	55.3
Optional Extension of Benefits	W3008	55.2

### B. Test Option Selected

☒ 1. Test was applied to entire policy form(s)

☐ 2. Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of form(s) enclosed indicating word samples tested.

### C. Standards for Certification

A checked block indicates standard has been achieved

☒ 1. The policy text achieves a minimum score of 45 on the Flesch reading ease test in accordance with the option chosen in Section A above.

☒ 2. It is printed in not less than ten point type, one point leaded. (This does not apply to specification pages, schedules and tables.)

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☒ 4. The section titles are captioned in bold face type or otherwise stand out significantly from the text.

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☒ 7. A table of contents or an index of the principal sections is included in the policy. (This applies only if the policy has more than 3,000 words or consists of more than 3 pages.)

The certification must be signed by an officer of the insurer.

  
Ciaran Brady

Vice President

Date: December 6, 2010





Established 1896

Fidelity Life Association  
1211 West 22<sup>nd</sup> Street, Suite 209  
Oak Brook, IL 60523  
Tel 630.522.0392  
Fax 866.375.8175

April 4, 2011

Company NAIC Number: 63290  
Company FEIN Number: 95-1060502

Re: Group Life Insurance Policy, Certificate and Benefit Forms  
Letter of Authorization

To: All State Insurance Departments

The Fidelity Life Association, A Legal Reserve Life Insurance Company of 1211 West 22<sup>nd</sup> Street, Oak Brook, Illinois hereby authorizes Vision Financial Corporation to represent us in the submission of the captioned forms and to negotiate with insurance departments for their approval.

Sincerely,

A handwritten signature in black ink, appearing to be 'C. Brady', written over a large, stylized circular mark.

Ciaran Brady  
Vice President of Operations

May 23, 2011

Arkansas Insurance Department  
1200 West 3<sup>rd</sup> St.  
Little Rock, AR 72201

RE: Fidelity Life Association  
NAIC No.: 63290  
FEIN Number: 36-1068685  
Lifetime Benefit Term Insurance – Out of State Group

Dear Sir or Madame:

I am submitting an informational filing for the attached Accelerated Death Benefit for Long Term Care and Extension of Benefits rider that will be used in conjunction with out-of-state Group business, primarily a group domiciled in Maryland.

These forms will be marketed to residents of the State of Arkansas who are members of this Maryland Group.

Whenever an Out-of-State Certificate is issued to a resident of the State of Arkansas, the following statement will appear on the Cover Page of the Certificate: "The benefits of the Policy providing your coverage are governed primarily by the law of a state other than your state of residence".

Thank you for your assistance with this filing. If you have any questions, please call me at 1-800-635-4467, ext 209.

Sincerely,

Crystle Harmon  
Compliance Coordinator  
Vision Financial Corporation  
Telephone: 800-635-4467, ext. 209  
Fax: 603-357-0250  
Email: charmon@visfin.com


Enc.

Fidelity Life Association

CERTIFICATION OF COMPLIANCE

Form #	Form Name	Description
WP300	Lifetime Benefit Term Insurance Group Policy	This is the Lifetime Benefit Term Insurance Group Policy that will be delivered to any Employer or Association that applies for Participation in the Insurance program offered by Fidelity Life.
WC300	Lifetime Benefit Term Certificate of Coverage	This Certificate of Coverage is provided to the Certificate Holder as evidence of the Coverage provided under The Policy.
W3007C-MD	Optional Accelerated Death Benefit for Long Term Care and Terminal Illness	This Optional Benefit is attached to the Certificate of Coverage and allows the Certificate Holder to receive a portion of the death benefit of the policy in advance of death when a chronically ill insured receives long term care in an eligible facility or through an eligible provider or should the Insured become diagnosed with a qualifying Terminal Illness.

I have reviewed or supervised the review of the policy forms contained in this filing and hereby certify that they are in compliance with the applicable statutes, regulations, and bulletins of the State of Arkansas. I further certify that they will be revised and/or discontinued in the event of future changes in the statutes, regulations, or bulletins, which would prohibit the use of such forms.

  
Ciaran Brady, Vice President  
Fidelity Life Association

May 23, 2011